

**INVITATION FOR BID FOR: LOADER, SKIP TYPE WITH AIR CONDITIONED CAB
(NIGP CODE 76051)**

1.0 INTENT:

The intent of this Invitation for Bids is to establish pricing for the item specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Anticipated purchase quantity is two (2) or more, LOADER, SKIP TYPE, 63 HP 4X4 W/GANNON, ROPS/FOPS CAB, in sufficient detail to secure bids for comparable equipment. This unit will be used by the Flood Control District in their maintenance operation. Unit shall be delivered to the Maricopa County Equipment Services Department, 3325 West Durango Phoenix, Arizona, as covered by purchase order only.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM:

2.1 SKIP LOADER:

CASE, 570 MXT or equal, all wheel drive type.

2.2 DIMENSIONS / CAPACITIES:

2.2.1 **Operating Weight** – Approx. 13,500 lb fully equipped.

2.2.2 **Overall Length** – Approx. 21' with loader and scraper box.

2.2.3 **Wheelbase** – Approx. 84"

2.2.4 **Overall Height** – Approx. 9' top of cab

2.2.5 **Forward / Reverse Speeds** – Min. 24 mph

2.2.6 **Fuel Capacity** – Min. 35 gal.

2.2.7 **Ground Clearance** – Min. 10"

2.2.8 **Head Room** – Cab shall have minimum 39" measuring from top of seat cushion to the cab ceiling; seat shall be at full height and non-weighted.

2.3 ENGINE:

2.3.1 **Type** - Diesel, 4-cycle, liquid cooled, naturally aspirated.

2.3.2 **Horsepower** – Minimum, 73 gross

2.3.3 **Air Filtration** – Shall be heavy-duty filtration system that is designed for Arizona's extreme dust conditions.

2.3.4 **Cooling** – Heavy-duty system that is designed for extreme ambient temperature operating conditions; shall be capable of operating continuously at full capacity with ambient temperature 122+°F.

2.3.5 **Exhaust System** – Mfr.'s standard, shall meet AZ State and Federal standards for noise and spark-arrest; rain cap or 45° bend if vertical stack is used.

2.4 **ELECTRICAL:**

2.4.1 **System Voltage** - 12

2.4.2 **Alternator Output** – Min. 65 amp.

2.4.3 **Battery(s)** – Heavy-duty maintenance-free type with capability of cranking engine sufficient for starting with ambient temperature at 0°F.

2.5 **INSTRUMENTS AND GAUGES:** (Mfr.'s standard monitoring system shall include the following)

2.5.1 **Engine Coolant Temperature**

2.5.2 **Engine Oil Pressure** – Gauge or audible alarm.

2.5.3 **Volt Meter**

2.5.4 **Fuel Gauge**

2.5.5 **Hour Meter**

2.5.6 **Tachometer**

2.5.7 **Air Cleaner Restriction Indicator** - Prefer that the indicator be positioned on the instrument panel in clear view of operator.

2.5.8 **Converter Oil Temperature**

2.6 **TRANSMISSION:**

2.6.1 **Type** – Fully synchronized gear type with electronic forward and reverse shuttle shift. Transmission shall be designed for on-the-go shifting from forward to reverse without having to come to a complete stop. Shall be equipped with a clutch disconnect button on the shift lever and the loader control lever.

2.6.2 **Speeds** – Min. four (4) speeds forward and reverse.

2.6.3 **Safety Switch** - Neutral start only.

2.7 **BRAKES:**

2.7.1 **Type** - Hydraulic wet disc, self-adjusting.

2.7.2 **Parking/Emergency** – Mfr.'s standard

2.8 **STEERING:**

Power assist.

2.9 **FRONT AXLE:** (FWD)

2.9.1 **Type** – Heavy-duty front wheel drive system with on-the-go electro-hydraulic or equal four-wheel drive engagement.

2.9.2 **Oscillation** – Min. +/- 20°

2.10 **FINAL DRIVES:**

Heavy-duty planetary or equal design with differential-lock push button activated, or equal.

2.11 **THREE POINT HITCH:**

2.11.1 **Type** - Category I and II with sectional five spool valve for hydraulic lift, pitch (left and right), tilt and auxiliary remote.

2.11.2 **Lift Capacity** – Min. 2600 lb.

2.11.3 **Hitch Flow** – Variable 0 to approx. 8 GPM @ 2200 RPM.

2.11.3 **Holding Valve** – Designed to prevent box scraper float; operator selectable.

2.12 **HYDRAULIC SYSTEM:**

2.12.1 **Type** – Heavy-duty, closed or open center system designed to operate in extremely high ambient temperature conditions without overheating.

2.12.2 **Pump:**

2.12.2.1 **Type** – Heavy-duty gear type or equal with minimum 25 GPM at 3000 PSI.

2.12.3 **Oil Filtration** – Easy spin-on filter that is 10 micron or better.

2.12.4 **Oil Tank Capacity** – Shall have sufficient capacity for Arizona's extreme heat operating conditions.

2.13 **TIRES:**

2.13.1 **Front** – Two (like) 12 x 16.5 8 ply or equal

2.13.2 **Rear** - Two (like) 19.5 x 24 10 ply or equal

2.14 **OPERATOR'S STATION:**

2.14.1 **ROPS/FOPS Cab** – Fully enclosed pressurized sound suppressed cab with factory installed refrigeration and fresh air heater, left and right side rear view mirrors, dome light, electric windshield wipers / washers front and rear. Cab shall meet all AZ State, Federal and OSHA regulations.

2.14.2 **Seat** – Heavy-duty contoured cushion seat, fully adjustable suspension type with weather resistant fabric cover and retractable seat belts.

2.15 **FRONT LOADER ATTACHMENT:**

2.15.1 **Type** – Heavy-duty self-leveling return-to-dig type, equipped with single lever control for lift and tilt and positive hold float capability. Loader shall be equipped with all necessary hydraulics and controls for using a four-n-one bucket.

2.15.2 **Lift Capacity @ Full Height** – Min. 5280 lb.

2.15.3 **Breakout Force** – Min. 7900 lb/f

2.15.4 **Bucket Hinge Pin Height** – Fully raised, min. 11'

2.15.5 **Reach @ Full Height** – Min. 25" with bucket in dump position.

2.15.6 **Dump Clearance** @ Full Height – Min. 96"

2.15.7 **Dig Depth** – Min. 7"

- 2.15.8 **Dump Angle** – Min. 44°
- 2.15.9 **Rollback Angle** – Min. 40°
- 2.15.10 **Bucket Type** – Heavy-duty Four-N-One type with reversible bolt on cutting edge.
- 2.15.11 **Bucket Size** – Min. 82” width, min. 1 yd. heaped
- 2.16 **HYDRAULIC BOX SCRAPER:**
 - 2.16.1 **Type** – Heavy-duty hydraulic universal industrial design.
 - 2.16.2 **Make / Model** – WOODS HD-4484-HXD or equal
 - 2.16.3 **Working Width** – 84”
 - 2.16.4 **Overall Width** – 85 1/4”
 - 2.16.5 **Height** – 36 1/8”
 - 2.16.6 **Length** – 45 5/8”
 - 2.16.7 **Capacity** – 36.8 cu/ft
 - 2.16.8 **Cutting Edge** – 5/8” x 8” reversible type
 - 2.16.9 **Number of Cutting Edges** – 2
 - 2.16.10 **Number of Shanks** – 8, adjustable type
 - 2.16.11 **Scarifier Bar** – Hydraulic operation
- 2.17 **ATTACHMENT HYDRAULICS AND CONTROLS:**

Tractor shall be equipped with all necessary hydraulics and operator controls to make the unit fully functional.
- 2.18 **SAFETY EQUIPMENT / REQUIREMENTS:**
 - 2.18.1 **Fire Extinguisher** – All purpose type, min. 2 1/2 lb., installed at a convenient location within easy reach of operator.
 - 2.18.2 **First Aid Kit** – Kit shall be Arizona Glove & Safety #10DOTM, no exception, installed at a convenient location within easy reach of operator.
 - 2.18.3 **Placard** - Slow moving vehicle placard shall be installed on rear of unit, in a highly visible location.
 - 2.18.4 **Non-slip Surfaces** - All foot surface areas
 - 2.18.5 **Horn** - Shall meet SAE J1105 SEP 89 Standard.
 - 2.18.6 **Backup Alarm** - Electronic, meeting SAE J994 Jun 80 standard.
 - 2.18.7 **Beacon Light** - One (1) WHELEN, S360DAP amber multi-flash mounted on top center of cab. Control switch mounted on instrument panel clearly identified.

2.19 **PAINT:**

Manufacturer's standard paint and color.

2.20 **KEYS:**

Five (5) keys shall be supplied, each with 1" key rings and identification tags with serial number.

2.21 **WARRANTY:**

Minimum warranty that Maricopa County will accept is **± 12** months on all parts and labor; travel and transportation if required shall be included.

2.22 **GENERAL INFORMATION:**

Complete inspection shall be made by vendor prior to delivery to ensure that the unit is in compliance with all specifications, to include any components installed by the vendor or sub-contractor. Vendor will be required to provide operator training up to four hours if necessary, exact time and location to be determined when the unit has been delivered. Three (3) operator's manual per unit shall be supplied, one (1) comprehensive parts manual, three (2) maintenance/ repair, overhaul, drive-ability, electrical / emissions, wiring / vacuum diagrams (book form or CD). Manuals and/or CDs shall be delivered with the tractor. Electrical wiring installed by the dealer or sub-contractor shall follow standard vehicle manufacturer's procedures, including color-coding, run in conduit, nylon ties, rubber grommets for holes in metal. Wiring shall not be routed across the engine or any other major component. Circuit breakers or ATO fuses in sealed receptacles as appropriate for accessory installed. Electric power supply to be picked up at the vehicle manufacturer's provided accessory terminals. Relays shall be used where heavy electrical load demand is required. Vendor shall supply Dealers Invoice, Manufacturer's Certificate Of Origin, Warranty Paperwork and a copy of the P/O when the vehicle is delivered.

2.23 **DELIVERY:**

Delivery shall be F.O.B. Destination within 120 days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.24 **SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.24.1 Contract Serial number.

2.24.2 Contractor's name and address.

2.24.3 Using Agency name and address.

2.24.4 Using Agency purchase order number.

2.24.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.25 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.26 ACCEPTANCE:

Upon delivery and/or successful installation, the equipment shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

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2.27 TRAINING:

The Contractor shall provide a minimum of four (4) hours to completely train County personnel in the use and care of the equipment.

2.28 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

2.29 BRAND NAME:

In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.30 MODEL / YEAR OF MATERIALS:

The County will only accept bids offering current model / year equipment / material(s).

2.31 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

2.32 INVOICES AND PAYMENTS:

2.32.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.32.1.1 Company name, address and contact
- 2.32.1.2 County bill-to name and contact information
- 2.32.1.3 Contract Serial Number
- 2.32.1.4 County purchase order number
- 2.32.1.5 Invoice number and date
- 2.32.1.6 Payment terms
- 2.32.1.7 Date of service or delivery
- 2.32.1.8 Description of Purchase (product)
- 2.32.1.9 Pricing per unit of purchase
- 2.32.1.10 Extended price
- 2.32.1.11 Arrival and completion time
- 2.32.1.12 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.33 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a one (1) year period.

3.2 INDEMNIFICATION AND INSURANCE:

3.2.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.3 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.3.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.3.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.3.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.3.4 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.3.4.1 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.5 ORDERING AUTHORITY.

3.5.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management.

- 3.5.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.5.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.
- 3.5.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT OFFICER, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677
(jim.hutchinson@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 EVALUATION CRITERIA.

- 3.7.1 The evaluation of bids shall be based on, but will not be limited to, the following:
- 3.7.2 Compliance with specifications.
- 3.7.3 Price.
- 3.7.4 Determination of responsibility.
- 3.7.5 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.8 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled) and one (1) extra hardcopy copy, including pricing. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.10 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.10.1 **Mandatory:** One (1) original hardcopy (labeled), two (2) hardcopy copies of Catalogs and/or Price Lists and one (1) electronic copy of pricing on a CD;

3.10.2 **Mandatory:** Attachment "A", Pricing;

3.10.3 **Mandatory:** Attachment "B", Agreement; and

3.10.4 **Mandatory:** Attachment "C", References.

3.10.5 **Mandatory:** Technical and Descriptive Sales Literature.

3.11 POST AWARD MEETING:

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

FALCOM POWER, INC., 1411 N 27TH AVE, PHOENIX, AZ 85009

PRICING SHEET: C380504/B0604315 NIGP CODE 76051

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

1.0 PRICING:

1.1 One (1) or more LOADER, SKIP TYPE 63 HP 4X4 W/ GANNON AND ROPS/FOPS CAB \$ 58,915.00 /EACH
in accordance with attached specifications: (Add Turbo For \$1,748.00 Plus Sales Tax)

1.2 Manufacturer CASE

1.3 Manufacturer's Model 570MXT

1.4 Delivery (days ARO): 60-120

1.5 Cut off date for ordering equipment (including options) offered on this contract, "REQUIRED":

180 Days from Bid Opening

1.6 F.O.B. DESTINATION: Yes

1.7 Blanket discount for parts and service not covered by warranty: 0 %

1.7.1 For the lift of the contract (no less than 120 days)

1.8 Manufacturer list cost less: 0 %

1.8.1 Date of Catalog: 6/12/06

1.9 Labor Rate: \$85.00/hour - In Field: \$88.00/hour + \$2.25 per mile

Terms: Net 30

Vendor Number: W000000959 X

Telephone Number: 602-269-3221

Fax Number: 602-269-6918

Contact Person: Andrew Kramer

E-mail Address: ak@falconpower.com

Company Web Site: www.falconpower.com

Certificates of Insurance Required

Contract Period: To cover the period ending **September 30, 2007.**